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17057

RECORDATION NO. FILED 1425

OCT 15 1990 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

September 13, 1990

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MICHAEL DOWNEY RICE
COUNSEL

0-288A007

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

On behalf of General Electric Capital Corporation, we enclose six original counterparts of the documents described below to be recorded pursuant to section 11303 of title 49 of the United States Code:

Lease Agreement dated as of August 15, 1990, a primary document.

The names and addresses of the parties to the documents are as follows:

Lessee
Wisconsin Central, Ltd.
6250 North River Road
Rosemont, Illinois 60018

Lessor
General Electric Capital Corporation
260 Long Ridge Road
Stamford, Connecticut 06927

The equipment covered by the documents consists of 350 50-foot, 70-ton boxcars, AAR mechanical designation XP, AAR car type code A402, bearing the road numbers of Wisconsin Central, Ltd. WC24000 through WC24349.

James G. Mitchell
Connelly

OCT 15 1990

A short summary of the document to appear in the index follows:

Lease Agreement dated as of August 15, 1990, between General Electric Capital Corporation, lessor, and Wisconsin Central, Ltd., lessee, covering 350 50-foot, 70-ton boxcars bearing the road numbers of Wisconsin Central, Ltd. WC24000 through WC24349.

A fee of \$15 is enclosed. Please return all counterparts not needed by the Commission for recordation, stamped to show recordation, to James E. Magee, Esq., 1111 19th Street N.W., Washington, D.C. 20036.

Very truly yours,


Michael Rice

Interstate Commerce Commission
Washington, D.C. 20423

10/15/90

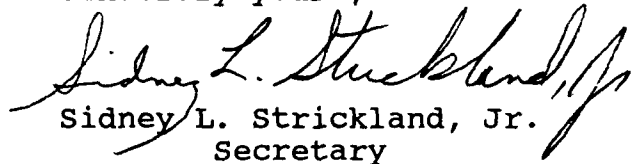
OFFICE OF THE SECRETARY

Michael Rice
Reboul, MacMurray, Hewitt, Maynard & Kristol
45 Rockefeller Plaza
New York, N.Y. 10111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/15/90 at 12:45pm , and assigned recordation number(s). 17057

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

DUPLICATE

17057
RECORDATION NO. _____ FILED 1425

LEASE AGREEMENT

OCT 15 1990 -12 45 PM

INTERSTATE COMMERCE COMMISSION

This Agreement dated as of the 13th day of September, 1990 ("Agreement") between **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, with its principal office at 260 Long Ridge Road, Stamford, Connecticut 06927 (hereinafter called "Lessor"), and **WISCONSIN CENTRAL, LTD.**, an Illinois corporation, with its principal office at One O'Hare Center, 6250 North River Road, Rosemont, Illinois 60018 (hereinafter called "Lessee"),
WITNESSETH THAT:

In consideration of the mutual terms and conditions hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Lessor and Lessee hereby agree as follows:

ARTICLE 1. LEASE

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment shown in Schedule A hereto and such additional schedules as may be added from time to time by agreement of the parties (all such equipment being hereinafter individually referred to as a "Unit" and collectively referred to as the "Units").

It is the intent of all parties to this Agreement that this Agreement be a true lease.

ARTICLE 2. TERM

The term of this Agreement with respect to each Unit shall commence on the date of delivery to and acceptance of such Unit by Lessee in the manner set forth in Article 3 and shall terminate, unless otherwise sooner terminated by any other provision hereof, on December 31, 2005 (said term being hereinafter referred to as the "Lease Term").

ARTICLE 3. DELIVERY AND ACCEPTANCE; CONDITIONS

A. Lessor will, at its expense, deliver the Units to General Electric Railcar Repair Services Corporation (hereinafter called **GERRSCO**) for refurbishment to the order of the Lessee pursuant to the Refurbishment Agreement among **GERRSCO**, the Lessor, and the Lessee in respect of the Units (hereinafter called the **Refurbishment Agreement**). Upon completion of

refurbishment of each Unit, the Lessee will inspect such Unit, and if such Unit complies with the requirements of the Refurbishment Agreement, the Lessee shall accept the same by executing and delivering to the Lessor a certificate of acceptance substantially in the form of Exhibit A hereto.

Upon receipt of such certificate, together with an invoice of GERRSCO in respect of the refurbishment contemplated by the Refurbishment Agreement in respect of the Units covered by such certificate, the Lessor shall pay to GERRSCO the amount of such invoice.

If any Unit shall not have been refurbished as contemplated by the Refurbishment Agreement and accepted by the Lessee hereunder by December 31, 1990, the semiannual rent in respect of such Unit shall nevertheless be payable as provided Article 5 hereof, but shall be abated by an amount equal to the daily rent specified in the rent supplement contemplated by Article 5 hereof for each day elapsed from such date to the date such Unit shall have been so refurbished and accepted by the Lessee as set forth above.

B. The obligation of the Lessor to make payment to GERRSCO in respect of the refurbishment of the Units and to lease the same to the Lessee as contemplated hereby is subject to the receipt, in form satisfactory to the Lessor, on or prior to the first acceptance of Units pursuant to Article 3A hereof, of the following:

(a) evidence that this Agreement shall have been filed and recorded with the Interstate Commerce Commission pursuant to section 11303 of Title 49 of the United States Code;

(b) an opinion of counsel for the Lessee to the effect set forth in clauses (a) through (c) of Article 20 hereof, and to the further effect that (i) this Agreement falls within the purview of section 1168 of the Bankruptcy Code of the United States and the Lessor will be entitled to the benefits afforded to a lessor thereunder, and (ii) this Agreement has been recorded with the Interstate Commerce Commission pursuant to section 11303 of Title 49 of the United States Code, and no further filing or recordation is necessary to protect the rights of the Lessor in the United States of America; and

(c) copies, certified by the secretary of the Lessee or appropriate state authorities, of such instruments and corporate records as are reasonably requested by the Lessor to confirm the matters set forth in the aforesaid opinion.

ARTICLE 4. MARKINGS

The Lessee will mark or will cause GERRSCO to mark the Units, plainly on each side thereof, with the reporting marks assigned to the Lessee by the Association of American Railroads and the identification numbers set forth in Schedule A hereto. If such markings shall at any time be removed or become illegible, wholly or in part, Lessee shall, as soon as possible, cause such markings to be restored or replaced. Lessee shall not otherwise place, or permit to be placed, any lettering or marking of any kind upon the Units without Lessor's prior written consent, which shall not be unreasonably withheld. In no event shall Lessee place or permit to be placed any marking or lettering on the Units which may reasonably be interpreted as a designation of ownership.

ARTICLE 5. PAYMENT OF RENTS

A. Lessee agrees to pay Lessor, for each Unit subject to this Agreement, semiannual payments of rent, commencing on January 1, 1991, and ending on January 1, 2006. The first such rent payment for any Unit shall be equal to the daily rent set forth in the rent supplement entered into by the parties hereto in connection herewith for each day elapsed from the acceptance of such Unit contemplated by Article 3 hereof to January 1, 1991. Each other payment of rent for such Unit shall be equal to the semiannual rent specified in such rent supplement.

Each payment of rent shall be made in immediately available funds to Bankers Trust Company, New York, New York, ABA number 0210-0103-3, for General Electric Capital Corporation account number 50-001-677, or at such other place specified from time to time by the Lessor by notice in accordance Article 27 hereof. If any of the rent payment dates falls on a Saturday, Sunday or legal holiday, the rent shall be due on the next succeeding business day. If Lessor notifies Lessee in writing that the right to receive rents has been assigned in accordance with Article 16 hereof, Lessee shall make payment in the manner designated in such notice or as otherwise designated in writing by such assignee.

B. Lessee will, on demand, pay to Lessor interest at the rate per annum equal to two percent plus the rate announced from time to time by Bankers Trust Company, New York, New York, as its "prime rate" or "reference rate," on any payment of rent not paid when due for any period during which such rent is overdue.

C. This Agreement is a net lease and Lessee's obligation to pay rent and other amounts payable hereunder shall be absolute

and unconditional and, except as herein specifically provided, Lessee shall not be entitled to any abatement of rent, reduction thereof, counterclaim or setoff against rent, including, but not limited to, abatements, reductions, counterclaims or setoffs due to any existing or future claims of the Lessee against Lessor under this Lease or otherwise; nor, except as otherwise expressly provided herein, shall this lease terminate, or the respective obligations of Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss or destruction of all or any of the units from whatsoever cause, it being the intention of the parties hereto that the rents and other amounts payable by Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Agreement.

ARTICLE 6. OWNERSHIP

Lessee acknowledges and agrees that by the execution of this Agreement it does not obtain, and by payments and performance hereunder it does not, and will not, have or obtain any ownership of or title to the Units or any property right or interest therein, legal or equitable, except solely as Lessee hereunder and subject to all of the terms hereof.

ARTICLE 7. POSSESSION AND USE

So long as Lessee is not in default under this Agreement, neither the Lessor nor any person acting by, through or under the Lessor nor any person to whom Lessor may have transferred any interest in this Agreement or any Units under this Agreement shall disturb or interfere with the possession, use and quiet enjoyment of the Units by Lessee in accordance with the terms of this Agreement and in the manner customarily used in the railroad business.

ARTICLE 8. MAINTENANCE

The Lessee shall, at its own cost and expense, maintain the Units in good condition and repair, ordinary wear and tear and passage of time excepted. Any parts installed or replacements made by Lessee upon any Unit shall be considered accessions to such Unit and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor.

ARTICLE 9. MODIFICATIONS

If the Association of American Railroads, the United States Department of Transportation, or any other governmental agency having jurisdiction over the operation, safety or use of railroad

equipment requires that the Units be added to, modified, or in any manner adjusted in order to qualify them for operation in railroad interchange, Lessee will cause such addition, modification or adjustment to be made at its own expense; provided, however, that the Lessee may, in good faith and by appropriate legal proceedings, contest the validity or application of any such requirement in any reasonable manner which does not adversely affect the rights or interests of the Lessor in the Units or hereunder. Notwithstanding anything herein to the contrary, if Lessee determines in good faith that any required addition, modification or adjustment to the Units would be economically impractical, Lessee may treat such requirement as a Casualty with respect to such Units under the provisions of Article 11 hereof. Except for alterations or changes required by law, Lessee shall not, without the prior written consent of Lessor, effect any change in the design, construction or body of the Units. Lessor's consent to modifications or additions to the Units which do not impair the value or utility of the Units shall not be unreasonably withheld, provided that such modifications or additions which are not readily removable without material damage to or diminution of the Units shall be considered accessions to the Units and title thereto shall be immediately vested in Lessor without cost or expense to Lessor.

ARTICLE 10. COMPLIANCE WITH REGULATIONS

Except as provided in Article 9 hereof, Lessee shall, at its own expense, comply with all governmental laws, regulations and requirements, including without limitation the Association of American Railroads Interchange Rules, the rules and regulations of the Federal Railway Administration, the United States Department of Transportation, and the Interstate Commerce Commission with respect to the title, use, maintenance and operation of the Units. Lessee shall be responsible for obtaining all necessary railroad permissions, approvals and consents for use of the Units and shall bear all risk of failure to obtain such permissions, approvals and consents, or of cancellation thereof. Lessor shall take, at no cost or expense to Lessor, all actions reasonably requested by Lessee in order to assist Lessee in obtaining such permissions, approvals or consents.

ARTICLE 11. CASUALTY

A. If any Unit shall be or become lost, stolen, or in Lessee's good faith opinion, worn out, contaminated or destroyed (any such occurrence or determination being hereinafter called a "Casualty"), the Lessee shall promptly and fully (after it has knowledge of such Casualty, but in any event within 30 days after such knowledge) inform Lessor in regard thereto.

B. Following the occurrence of a Casualty with respect to any Unit, the Lessee shall, within 90 days after its notice of a Casualty with respect to such Unit, pay to Lessor the casualty payment for the next preceding rent payment date as set forth in the casualty payment schedule of the rent supplement entered into by the parties hereto in connection herewith in respect of such unit (hereinafter called a "Casualty Payment") plus the daily rent set forth in such rent supplement for each day elapsed from such rent payment date to the date of payment of such Casualty Payment and any other sums due on or prior to such date in respect of such Unit then remaining unpaid. If no casualty schedule is contained in such rent supplement, the Lessee shall pay to the Lessor the amount prescribed by the Association of American Railroads Interchange Rules for the loss or destruction of such Unit.

C. Upon payment of all sums required to be paid pursuant to Article 11B hereof in respect of any Unit, the obligation to pay rent for such Unit accruing subsequent to the Casualty Payment date will terminate and the Unit will be deleted from this Agreement but the Lessee shall continue to pay rent for all other Units.

D. Upon payment of the applicable amounts following a Casualty, ownership of and title to the Unit which has suffered such Casualty shall immediately vest in Lessee and Lessor will take all actions reasonably requested by Lessee to transfer such ownership and title to Lessee.

ARTICLE 12. PROHIBITION OF LIENS

Lessee, at its own expense, will promptly pay or cause to be paid, or otherwise satisfy and discharge, any and all sums claimed by any person (except for sums claimed by the Lessor or anyone arising by, through or under the Lessor) which, if unpaid, might become a lien upon any Unit, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not adversely affect the title, property or rights of Lessor created or purported to be created hereunder.

ARTICLE 13. TAXES

Lessee agrees to assume responsibility for the filing and payment of all taxes, assessments and other governmental charges levied or assessed upon or in respect of the Units or the use of the Units under the terms hereof (exclusive, however, of any tax based on the net income of Lessor), including but not limited to any ad valorem or property taxes, all license, franchise or

registration fees, fines, tariffs, switching, demurrage and any sales or use taxes payable on account of the leasing of the Units or the rents payable hereunder; provided, however, that Lessee will be under no obligation to pay any such taxes or other charges so long as Lessee in good faith and by appropriate legal or administrative proceedings contests the validity or amount thereof or directs Lessor to contest the validity or amount thereof, and the nonpayment thereof does not adversely affect the title, property or rights of Lessor in or to any Unit.

ARTICLE 14. INSURANCE

Lessee will, at all times prior to the return of the Units to Lessor, at its own expense, cause to be carried and maintained (i) property insurance in respect of the Units and (ii) public liability insurance with respect to third party personal injury and property damage, against such risks and in such amounts, if any, customarily insured against by railroad companies, if any, in respect of similar equipment, and in any event comparable to those insured against by the Lessee in respect to similar equipment owned or leased by it.

ARTICLE 15. INDEMNITIES

A. Lessee agrees to indemnify, protect and hold harmless the Lessor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including but not limited to reasonable attorney fees and disbursements, penalties and interest arising out of or as the result of the use, operation, condition, maintenance, storage or return of the Units or any accident in connection with the use, operation, maintenance, condition, storage or return of the Units during the term of this Agreement, excepting, however, any loss, damage, injury, liability, claim, demand or expense which is attributable to the gross negligence or willful misconduct of the Lessor, its agents or employees. The indemnities arising under this paragraph during the Lease Term shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement.

B. Without limiting the generality of the foregoing, Lessor shall not be liable for any loss or damage to any commodities loaded or shipped in the Units. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to hold Lessor harmless from, any claim in respect of such loss or damage.

ARTICLE 16. ASSIGNMENT; SUBLEASE

A. So long as Lessee shall not be in default under this Agreement, Lessee may sublease the Units to others, provided, however, that the rights of an such sublessee shall be subject and subordinate to, and any such sublease shall be made expressly subject and subordinate to, all of the terms of this Agreement, and Lessee shall remain obligated to perform all of its duties and obligations hereunder. In addition, before Lessee enters into any such sublease, Lessee must obtain Lessor's prior approval, and Lessor agrees that such approval shall not be unreasonably withheld and that such determination is to be given within five (5) business days of the date of receipt of such request. No sublease of any Unit shall in any way discharge or diminish any of Lessee's obligations to Lessor hereunder including, but not limited to, the payments due to Lessor pursuant to Article 5 of this Agreement.

B. This Agreement and the applicable rent supplement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. It is understood and agreed that Lessor or any such successor or assignee may assign this Agreement with respect to some or all of the Units to any security trustee, secured party or owner of such Units (each herein a "Lease Assignee"). Upon delivery of a written notice of assignment to Lessee, Lessor as used herein shall mean such Lease Assignee. Lessee shall consent to and acknowledge in writing, upon receipt of notice of assignment, such assignment of this Agreement by Lessor or any Lease Assignee; provided, that any such consent or acknowledgment shall not in any manner increase or change the rights, obligations, duties or legal position of the Lessee nor in any way permit the diminution of Lessee's right to possession and quiet enjoyment of the Units so long as Lessee is not in default hereunder. Lessor warrants that any Lease Assignee shall agree to all the terms and conditions of this Agreement (including without limitation the provisions of Article 7 hereof). Each Lease Assignee shall warrant that any subsequent Lease Assignee shall agree to all terms and conditions of this Agreement (including without limitation the provisions of Article 7 hereof).

ARTICLE 17. RETURN OF UNITS

A. Return of Units Upon Expiration of Agreement. Upon the expiration or earlier termination of this Agreement (except as provided in Article 17B hereof) with respect to any Unit, including any optional renewal term pursuant to Article 22 hereof, Lessee will, at its own cost and expense, at the request of Lessor, deliver possession of such Unit to Lessor upon such terms of the Lessee as Lessor may reasonably designate taking

into account, among other things, Lessee's storage capacity, security and access, or, in the absence of such designation, as the Lessee may select and permit Lessor to store such Unit on such tracks for a period not exceeding 180 days. The Lessee will transport each Unit once at any time within such 180-day period from such storage location to any reasonable destination or interchange point within the continental United States on railroad lines operated by Lessee, f.o.b., all as directed by Lessor upon not less than 15 days prior written notice to Lessee. Lessee shall not be obligated to transport any Unit more than once at the request of Lessor, after which Lessee will have no further obligation with respect to any Unit so moved. During any such storage period Lessee will permit Lessor or any person designated by Lessor, at their own risk, to inspect the Units; provided, however, that Lessee will not be liable, except in the case of gross negligence or willful misconduct of the Lessee or of its employees or agent, for the death of or injury to any person exercising the rights of inspection granted under this sentence. Lessee shall be responsible for the Units in accordance with the terms of this Agreement until such time as each Unit is delivered pursuant to Lessor's disposition instructions but in no event shall such responsibility extend beyond the storage period. The Units shall be delivered free from all charges and liens except those which may result from an act or omission of Lessor and free from all accumulations or deposits from commodities transported in or on the Units while in the service of Lessee. Upon the termination of the 180-day storage period the reasonable cost of storage or transporting any Unit shall be for the account of Lessor.

B. Return of Units Upon Default. If Lessor shall terminate this Agreement pursuant to Article 21B hereof, Lessee shall forthwith deliver possession of the Units to Lessor. For the purpose of delivering possession of any Unit to Lessor as above required, Lessee shall at its own cost, expense and risk:

(i) forthwith place such Unit upon such storage tracks of Lessee as Lessor may reasonably designate;

(ii) permit Lessor to store such Unit on such track without charge for up to one year or until such earlier time as such Unit has been sold, leased, or otherwise disposed of by Lessor; and

(iii) transport such Unit one time to any railroad interchange point within the continental United States on any railroad lines operated by Lessee, all as directed by Lessor.

Upon application to any court of equity having jurisdiction, Lessor shall be entitled to a decree against Lessee requiring specific performance of the provisions of this Article 17B.

ARTICLE 18. INSPECTION

Lessor shall, at its sole cost and expense, at any reasonable time during normal business hours, upon reasonable notice to Lessee and without interfering with Lessee's operations, have the right to enter the premises of Lessee for the purpose of inspecting the Units to ensure Lessee's compliance with its obligations hereunder. Lessor shall enter and occupy Lessee's property at Lessor's sole risk and shall be subject at all times to Lessee's operating and safety requirements. Any injury, death or property damage arising out of such entry, occupancy and inspection, except if caused by Lessee's gross negligence or willful misconduct, shall be the entire responsibility of Lessor, and Lessor will indemnify and hold harmless Lessee from any and all such liabilities.

ARTICLE 19. DISCLAIMER

A. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY OR ANY OTHER MATTER RELATING TO THE UNITS, OR THE MATERIAL, EQUIPMENT OR WORKMANSHIP THEREIN OR THEREOF. ALL SUCH RISKS ARE TO BE BORNE BY LESSEE, AND LESSOR SHALL IN NO EVENT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION STRICT LIABILITY IN TORT). LESSEE CONFIRMS THAT IT HAS SPECIFIED THE REFURBISHMENT OF THE UNITS AND APPROVED THE DESIGN AND MATERIALS TO BE USED THEREIN ON THE BASIS OF ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES MADE BY LESSOR, AND LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OR VENDOR OF ANY OF THE UNITS.

B. The Lessor hereby appoints the Lessee its agent to assert and enforce any rights the Lessor may have against GERRSCO or the vendors of the Units and the component parts thereof.

ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants that:

(a) it is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Illinois, is duly qualified to do business in all jurisdictions in which qualification is required in order for it to carry out the transactions contemplated by this Agreement, and has the corporate power and authority to hold property under lease and to enter

into and perform its obligations under this Agreement and the rent supplement contemplated hereby;

(b) this Agreement has been duly authorized, executed, and delivered by the Lessee and is a legal, valid, and binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms;

(c) the execution, delivery and performance by the Lessee of this Agreement is not inconsistent with or in violation of the Lessee's certificate of incorporation or by-laws, any law, governmental rule or regulation, judgment or order applicable to the Lessee, or any indenture, mortgage, contract or other instrument to which the Lessee is a party or by which it is bound, and does not require the consent, approval or other action by any federal, state, or local governmental body;

(d) there are no actions, suits, or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental body that, if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations hereunder;

(e) the Lessee is a "railroad" as such term is defined in section 101 of the Bankruptcy Code of the United States, and the Lessor is entitled to the protection afforded a lessor under section 1168 of said Code; and

(f) the balance sheet and the related statement of income and statement of changes in financial position of the Lessee, or the consolidated group of which the Lessee is a member, heretofore delivered to the Lessor have been prepared in accordance with generally accepted accounting principles and fairly present the financial position of the Lessee or such consolidated group, as the case may be, on and as of the date thereof, and the results of its operations for the period or periods covered thereby; since the date of such balance sheet and statement, there has not been any material adverse change in the financial condition or results of operations of the Lessee or such consolidated group.

ARTICLE 21. DEFAULT

A. The occurrence of any of the following events shall be an Event of Default by Lessee:

(i) the nonpayment by Lessee of any sum required herein to be paid to Lessor or any Lease Assignee by Lessee and such nonpayment shall continue for ten (10) business days after the same shall be due;

(ii) Lessee shall fail to maintain the insurance required by Article 14;

(iii) the Lessee becomes insolvent or fails generally to pay its debts as such debts become due, or files a petition for reorganization or liquidation under the federal Bankruptcy Code, or seeks dissolution of the Lessee under applicable law, or causes or suffers an order for relief to be entered against it under applicable federal or state bankruptcy law, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a custodian, trustee or receiver for the Lessee or for the major part of its property, or takes any corporate action in furtherance of any of the foregoing, or a petition for reorganization or liquidation under the federal Bankruptcy Code or other applicable bankruptcy or insolvency law shall be filed against the Lessee, and in the case of any involuntary petition, such petition shall not have been discharged or dismissed within 60 days;

(iv) any representation or warranty made by Lessee herein or in any other document delivered to Lessor by Lessee related to this Agreement shall have been false or incorrect in any material respect on the date when made and such breach or default remains material and continues for a period of thirty (30) days after Lessee's receipt of written notice from Lessor of such breach or default; or

(v) the breach by Lessee of any other term, covenant, or condition of this Agreement, which is not cured within thirty (30) days of Lessee's receipt of written notice from Lessor unless such breach is curable and Lessee is diligently attempting to cure such breach, such cure period not to exceed one hundred twenty (120) days in any event.

B. Upon the occurrence and during the continuance of any Event of Default, Lessor may:

proceed by any lawful means to recover damages for a breach hereof or enforce performance by the Lessee of this Agreement; or

by five days' notice to the Lessee in the case an Event of Default specified in clause (i) or (ii), and immediately in case of any other Event of Default, terminate Lessee's right to possession and use of the Units, whereupon all rights and interest of Lessee in the Units shall terminate and

thereupon Lessor may enter upon any premises where the Units may be located and take possession of them and henceforth hold, possess and enjoy the same free from any right of Lessee, and Lessor shall nevertheless have the right to recover from Lessee any rent and other amounts which are then due and payable, or which may have accrued to the date of such termination, plus as damages for loss of the bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Payment specified in Article 11 for each Unit then subject to this Agreement over the net amount realized upon disposition of such Units by the Lessor after recovery of possession thereof from the Lessee.

Lessee shall bear the costs and expenses, including without limitation reasonable attorney fees and disbursements, incurred by Lessor in connection with the exercise of its remedies pursuant to this Article 21B. No remedy referred to in this Article 21B is intended to be exclusive but each shall be cumulative and in addition to any other remedy otherwise available to Lessor at law or in equity. Lessee hereby waives any mandatory requirement of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law.

ARTICLE 22. PURCHASE AND RENEWAL OPTIONS

Provided that no Event of Default, or any event that with lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, Lessee, by 180-days' written notice to the Lessor, may elect (a) to extend the term of this Agreement with respect to not less than all of the Units then subject hereto for an additional five-year period commencing on the scheduled expiration of the original term hereof, at a fair market rent, or (b) to purchase not less than all of the Units then subject hereto at the end of the original term hereof (or any extended term) for a purchase price equal to the fair market value.

The fair market rent or fair market value shall be determined as of the time of the commencement of any such extended term or the exercise of the purchase option, as the case may be, and shall be equal to the amount that would be used in an arm's-length transaction between an informed and willing lessee or buyer (other than a lessee or buyer in possession), as the case may be, and an informed and willing owner under no compulsion to lease or sell, and in such determination, the costs of removal from the location of current use shall not be a deduction from such value.

If the Lessee and the Lessor are unable to agree on the fair market rent or fair market value, as the case may be, before 90

days from the expiration of the term of this Agreement, such rent or value shall be determined by an appraiser selected by the Lessee and the Lessor, or if such parties cannot agree on a single appraiser, by two appraisers, one selected by each party. If the two appraisers cannot agree on a value, then they shall select a third appraiser, and the parties shall be bound by the decision of the third appraiser. The costs of such appraisal shall be shared equally by the Lessee and the Lessor.

ARTICLE 23. RECORDS; REPORTS

A. Lessee will perform all record keeping functions related to the use of the Units by Lessee and other railroads that Lessee, in the normal course of business, from time to time, performs for similar equipment owned or leased by Lessee. Lessee agrees to make such information available to Lessor from time to time as Lessor may reasonably request.

B. Lessee will furnish to Lessor not later than 120 days after the end of each fiscal year of Lessee, a consolidated balance sheet of Lessee as at the end of such fiscal year, and the consolidated statements of income and cash flow of Lessee for such fiscal year, together with equivalent information for the prior fiscal year, all in reasonable detail, prepared in accordance with generally accepted accounting principles and audited by a nationally recognized firm of independent certified public accountants.

ARTICLE 24. GOVERNING LAWS

The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois. This Agreement, together with the rent supplement hereto, contains all of the terms and conditions agreed to between the parties, and no other prior agreements, oral or otherwise, concerning the subject matter of this Agreement, shall be deemed to exist or bind either party hereto. The terms of this Agreement and the rights and obligations of the parties may be changed or waived only by writing executed by both parties.

ARTICLE 25. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

ARTICLE 26. FURTHER ASSURANCES

Lessee will, at its expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies created or intended to be created in favor of Lessor hereunder, including, without limitation, the execution, delivery, recordation and filing of documents with the Interstate Commerce Commission, and the execution and filing of Uniform Commercial Code financing statements in the appropriate jurisdictions.

ARTICLE 27. NOTICES

Unless otherwise expressly specified or permitted by the terms of this Agreement, all notices required or permitted herein shall be in writing and shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail and courier service, or (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, in each case addressed to each party hereto at its address set forth below or, in the case of any such party hereto, at such other address as such party may from time to time designate by written notice to the other parties hereto:

If to the Lessee: Wisconsin Central, Ltd.
 6250 North River Road
 Rosemont, Illinois 60018
 Attention: Chief Financial Officer

If to the Lessor: General Electric Capital Corporation
 1600 Summer Street
 Stamford, Connecticut 06905
 Attention: Manager - Operations,
 Transportation & Industrial Funding

IN WITNESS WHEREOF, the parties have executed this Agreement
as of the 13th day of September, 1990.

WISCONSIN CENTRAL, LTD.

By J.P. Power Jr.
Title: Exec VP - CFO

GENERAL ELECTRIC CAPITAL
CORPORATION

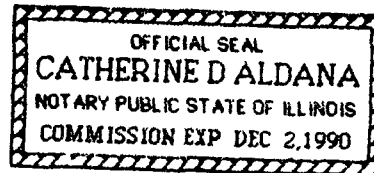
By D. E. Caplan
Title: mgr - operations

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 13th day of Sept., 1990, before me personally appeared T.F. Power Jr., to me personally know, who being duly sworn, did depose and say that such person is EVP-CFO of Wisconsin Central, Ltd. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Catherine D. Aldana

Notary Public



STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this 11th day of October, 1990, before me personally appeared D.L. Eakin, to me personally know, who being duly sworn, did depose and say that such person is Manager - Operations of General Electric Capital Corporation and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Kari L. Conti

Notary Public

KARI L. CONTI
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1995

SCHEDULE A

EQUIPMENT

350 50-foot, 70-ton boxcars, AAR mechanical designation XP, AAR car type code A402, numbered with the road numbers of Wisconsin Central Ltd. WC 24000 through WC 24349, being the same units of railroad equipment bearing the road numbers of Southern Railway set forth in Exhibit I to this Schedule A.

EXHIBIT I to Schedule A

Description: Plate B boxcars, rigid underframe, 50 ft., 70-ton, 1974-built or newer (formerly Railbox cars). AAR designation XP.

Number of Cars: 350 railcars from series SOU 14000-14999

EXHIBIT A
CERTIFICATE OF ACCEPTANCE

[Letterhead of Wisconsin Central, Ltd.]

[Date]

General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06905

Dear Sirs:

Wisconsin Central, Ltd., hereby requests that payment be made to General Electric Railcar Repair Services Corporation in the amount of \$..... against invoices number through, attached hereto, and hereby certifies that:

1. The Railroad equipment described below is hereby accepted under and is subject to the Lease Agreement dated as of September 13, 1990, between this corporation and General Electric Capital Corporation.

<u>Quantity</u>	<u>Description</u>	<u>Identifying Numbers</u>	<u>Acceptance Date</u>
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[Can be separate schedule]

2. No Event of Default, as such term is defined in said Lease Agreement, or event that, with the passage of time or the giving of notice or both, would constitute such an Event of Default, has occurred and is continuing.

3. The representations and warranties made by this corporation in said Lease Agreement remain true and correct as if made on the date hereof.

WISCONSIN CENTRAL, LTD.

by